

Terms and Conditions

Welcome to **Contact Doctor** website. The content of the app (web/mobile), pertains to **Contact Doctor**, is the property of Contact Doctor Healthcare Pvt. Ltd ("Contact Doctor", "CONDOC", the "Company", "we" or "us"), having its registered office at 168/176, MTH Road, CT5, Chinna Krishna Towers, Villivakkam, Chennai-49, TN, India. Contact Doctor, amongst other services, facilitates in finding and comparing prospective doctors and health care providers in identified locations ("service") and this service is provided only in good faith. The services of Contact Doctor are essentially provided to bridge the information gap between patients and doctors.

This document is an electronic record in terms of IT Act, 2021 and rules there under as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the IT Act, 2021. This electronic record is generated by a computer system and does not require any physical or digital signatures. This document is published in accordance with the provisions of Rule 3 (1) of the IT (Intermediaries guidelines) rules, 2021 that require publishing the rules and regulations, privacy policy and terms of use for access or usage of www.contactdoctor.in service. The domain name contactdoctor.in (herein after referred to as "Website") is owned by Contact Doctor Healthcare private limited a company incorporated under the companies act, 2021 with its registered office.

Your use of the app and services and tools are governed by the following terms and conditions ("Terms of Use") as applicable to the app including the applicable policies which are incorporated herein by way of reference. If you transact on the app (web/mobile), you shall be subject to the policies that are applicable to the Website for such transaction. By mere use of the Application, you shall be contracting with Contact Doctor Healthcare Pvt. Ltd and these terms and conditions including the policies constitute your binding obligations, with **Contact Doctor**.

We request you to carefully go through these terms of use ("Terms of Use") before you decide to avail the services of **Contact Doctor** by registering with the company to avail our services, you irrevocably accept all the obligations stipulated in these terms of use and agree to abide by them. Accessing the website through any medium, including but not limited to mobile phones, smart phones and tablets, are also subjected to these terms of use. These terms of use supersede all previous oral and written terms and conditions (if any) communicated to you. By using this Website, you signify your agreement to these Terms of Use as well as the website's [www. contactdoctor.in](http://www.contactdoctor.in) (which is hereby incorporated by reference herein). We reserve the right to modify or terminate any portion of the website or the services offered by the company for any reason, without notice and without liability to you or any third party. To make sure you are aware of any changes, please review these terms of use periodically. The website should not be used in cases of medical emergencies and Contact Doctor does not, and should not be considered in any form to be a substitute for a doctor or a hospital.

We encourage you to independently verify any information you see on the website with respect to a doctor or healthcare provider that you seek to make an appointment registration: If you wish to schedule an appointment with a doctor or conduct a transaction on the app, you will have to register on the app and become a registered user ("Contact Doctor User") prior to the completion of any transaction on the **Contact Doctor**. To register onto the website, a user will have to provide information such as his/her name, email address and phone number and create a username and password. You understand that **Contact Doctor** may introduce a fee for registration on the website ("Registration Fees").

Registration Fees, if and when introduced shall be non-refundable. Contact Doctor may introduce special features which may be made available to Contact Doctor users who pay registration fees. Registration is only a one time process and if the Contact Doctor user has been previously registered, she/he shall login/sign into his/her account using the same credentials as provided during the registration process. We request you to please safeguard your password to your account on the app and make sure that others do not have access to it.

It is your responsibility to keep your account information safe and current. A Contact Doctor user may wish to schedule an appointment through his/her account for his/her family members and friends. While a Contact Doctor user will be able to do this, please note that such Contact Doctor user will be solely responsible for any activity that is undertaken through his/her account on behalf of his/her family members and friends.

INFORMATION UPLOADED BY YOU ON THE WEBSITE:

You understand that you may have the option of uploading your health / medical information on the Website in order to enable your doctor access your previous medical history. While Contact Doctor takes utmost care with respect to the security of the information you decide to upload, you understand that any information that you disclose on the website is at your own risk. By uploading / sharing / disclosing your medical information on the App, you hereby give your consent to app to store such health / medical information on Contact Doctor's servers. Contact Doctor will retain such medical / health information you upload on the app for as long as it is needed to full fill the service you seek to avail on the app. If you delete your account, Contact Doctor will delete such medical / health information.

But please note:

1. There might be some latency in deleting this information from our servers and backup storage.
2. We may retain this information if necessary to comply with our legal obligations, resolve disputes, or enforce our agreements.

SHARING OF INFORMATION UPLOADED BY YOU ON THE WEBSITE

Unless you specifically consent to share information, medical or otherwise, with either doctors or third party service providers, app does not share such information that you upload on the app. While Contact Doctor takes utmost care with respect to the security of the information you decide to share, you understand that any information that you disclose on the website is at your own risk. In the event you do not trust Contact Doctor with such information, please do not share such information on the app, while Contact Doctor endeavors to protect any information uploaded or shared by you on the website, you understand that Contact Doctor shall not be held liable or responsible for the loss or damage to such information on the app. It is your responsibility to ensure that you have all your information, medical or otherwise, stored on your hard drive. You hereby agree not to use the website as an "external storage" to store your medical / health records.

COLLECTION OF CONSULTATION FEES

You understand that **Contact Doctor** provides various services with respect to the System. While some of these services are provided for free, there are certain services for which costs will be incurred by you, if you decide to avail such services ("paid services"). In that case, **Contact Doctor** may provide billing services on behalf of the doctor or health care professional. Should you wish to avail those paid services, you acknowledge that **Contact Doctor** will collect the payment for such paid services for and on behalf of the doctor or healthcare professional providing such clinical services. You acknowledge and confirm that **Contact Doctor** shall not be liable for the treatment or be treated as the health care provider on account of such collection of the payments or for provision of such paid services, for any reason what so ever

CLINICAL SUPPORT INFORMATION

We may provide information to assist you in clinical decision-making. This may include information and reminders concerning drug interactions, allergies, dosages, as well as general health-care related information and resources.. The information and materials available through the app are for informational and educational purposes only and are not intended to constitute professional advice, diagnosis or treatment, or to substitute for your professional judgment.

Information that may be placed on the app by third parties are beyond our control. We are not responsible for the accuracy or completeness of information available from or through our app. You assume full risk and responsibility for the use of information you obtain from or through this app, and you agree that **Contact Doctor** is not responsible or liable for any claim, loss, or liability arising from the use of the information. We do not recommend or endorse any provider of healthcare or health-related products, items or services, and the appearance of materials on the app relating to any such products, items or services is not an endorsement or recommendation of them. You agree to review the definitions, functionality, and limitations of the services, and to make an independent determination of their suitability for your use.

SELECTING YOUR DOCTOR OR HEALTHCARE PROVIDER ON THE APP

The App allows you to select and schedule appointments with doctors and health care providers registered with the website and to whom certain specific terms **Contact Doctor**. While choosing your doctor or healthcare provider on the App, you understand and accept that:

- You are ultimately responsible for choosing your own doctor or healthcare provider and **Contact Doctor** shall not be held responsible or liable for the selection of such doctor or healthcare provider.
- **Contact Doctor** will provide you with lists and/or profile previews of doctors and health care providers who may be suitable to deliver the health care that you are seeking based on information that you provide to **Contact Doctor** (such as area of specialty and geographical location). For certain specific services, **Contact Doctor** may choose a doctor or healthcare provider on your behalf based on the nature of services you request and on the doctor or healthcare professional available to provide you with the clinical services for the same. Please note that **Contact Doctor**
- Does not recommend or endorse any doctors or health care providers mentioned on the app.

- Does not make any representations or warranties with respect to these doctors or health care providers or the quality of the healthcare services they may provide. **Contact Doctor** shall not be liable for any reason whatsoever for the services provided by the health care professional or doctor, and we bear no liability for the consequences to you, of your use of the system or services.
Information regarding doctors and health care providers and practice information found on the app is intended for general reference purposes only. Such information found on the app is mainly self-reported by the doctor or the health care provider. Such information often changes frequently and may become out of date or inaccurate. Neither the app nor **Contact Doctor** provides any advice or qualification certification about any particular doctor or healthcare provider. You are encouraged to independently verify any such information you see on the website with respect to a doctor or healthcare provider that you seek to make an appointment with.

NO DOCTOR - PATIENT RELATIONSHIP

Please note that some of the content, text, data, graphics, images, information, suggestions, guidance, and other material (collectively, "Information") that may be available on the app (including information provided in direct response to your questions or postings) may be provided by individuals in the medical profession. The provision of such Information does not create a licensed medical professional/patient relationship, between **Contact Doctor** and you and does not constitute an opinion, medical advice, or diagnosis or treatment of any particular condition, but is only provided to assist you with locating appropriate medical care from a qualified practitioner. We make no guarantees, representations or warranties, whether expressed or implied, with respect to professional qualifications, quality of work, expertise or other information provided on the website. We do not in any way endorse any individual described herein. In no event shall we be liable to you or anyone else for any decision made or action taken by you in reliance on such information.

APPLICABLE LAW

The interpretation of this agreement and the resolution of any disputes arising under these terms of use shall be governed by the laws of India.

REFUND & CANCELLATION POLICY

In case of cancellation or non-confirmation of the appointment by **Contact Doctor** due to any reasons, three options are available to the consumer:

- He/She may ask for rescheduling the appointment with the specialist doctor.
- He/She may claim a refund of the advance payment.
- The advance payment may be added as credit in the account of the consumer and be adjusted in due course for future consultations.
- In case the consumer misses or cancels the appointment, he shall not be entitled to any refund.
- In case the consumer's credit card/debit card/payment account has been accidentally overcharged, please notify **Contact Doctor** of the same at the earliest. In case of over-charging, the consumer has the following options: He may claim a refund of the outstanding amount. In such a scenario, **Contact Doctor** shall make all endeavors to refund the amount within 7-14 working days. The outstanding

amount may also be credited to the account of the consumer so as to be adjusted in future consultations of himself or of any other person.

- The refund shall be made by e-banking or by demand draft or by other such mode other than cash, depending upon the suitability of both, **Contact Doctor** and the consumer.
- For claiming refund, the consumer should necessarily have the valid invoice of the investigations, so as to be able to get the refund.

ADVICE OF COUNSEL EACH PARTY ACKNOWLEDGES

- Having fully read these terms of use in its entirety,
- Having had full opportunity to study and review these terms of use;
- Having been advised that counsel for us has acted solely on our behalf in connection with the negotiation, preparation, and execution of these terms of use.
- Having been advised that all parties have the right to consult and should consult independent counsel respecting their rights and duties under these Terms of Use.
- Having had access to all such information as has been requested. You have read these terms of use and agree to all of the provisions contained above.

SMS MESSAGES RECEIVED FROM THE APP

You understand that once you register as a **Contact Doctor** user on the app, you will receive SMS messages from **Contact Doctor** on your registered mobile number. These messages could relate to your registration, transactions that you carry out through the app and promotions that are undertaken by **Contact Doctor**. Please note that **Contact Doctor** will send these SMS messages only to the registered mobile number or such other number that you may designate for any particular transaction. It is your responsibility to ensure that you provide the correct number for the transaction you wish to enter. Further, **Contact Doctor** may also send notifications and reminders to you with respect to appointments scheduled by you for the services. Please note that while **Contact Doctor** to provide these notifications and reminders to you promptly, **Contact Doctor** does not provide any guarantee and shall not be held liable or responsible for the failure to send such notifications or reminders to you. It is your responsibility to ensure that you attend any appointments that you may schedule with a doctor or a health care provider through the website.

AVAILABILITY, APPOINTMENT, RESCHEDULING, FREE REVIEW AND/OR CANCELLATION

E-consultations shall be available for family physician & multi specialties E-consultation from a specific doctor/physician shall be available subject to his/her availability/willingness/discretion. Confirmation of your appointment with a specific doctor/physician, as per his/her availability, shall be sent to you via SMS and/or E-mail. **Contact Doctor** reserves the right to reschedule or cancel an appointment without any prior notice. The time provided for consultation to you is indicative and actual consultation time may change depending on the consulting doctor's discretion. Your consulted physician reserves the right to provide post consultation free review consultations can be booked, rescheduled or cancelled only within the stipulate time limits mentioned below:
Table: Cancellation & Rescheduling deadlines

PRIVACY AND SECURITY

Contact Doctor uses secure encryption technology to keep your information safe and secured at all time. **Contact Doctor** is committed towards maintaining the privacy of the information uploaded by you on the website and complies with the industry standard security safeguards for the purpose of securing the website and the information provided/ uploaded by you. **Contact Doctor** uses all reasonable endeavors to ensure the integrity of the online payment facility's security. Despite our endeavors, breaches of security and confidentiality could occur. You acknowledge that we are not liable for any loss suffered by you as a result of any breaches in security modification of terms and conditions of

service. Contact Doctor may at any time, without any prior notification to you, modify these terms of conditions. Please review the latest version of the terms and conditions before proceeding to avail the service. If you continue to use the service, it shall be deemed that you agree and abide by the modified terms and conditions.

PRIVACY; ADDITIONAL TERMS

You confirm that you have read and accept our privacy policy. The privacy policy is hereby incorporated by reference into, and made a part of, these terms of use. Your use of the services is subject to any additional terms, rules, or guidelines applicable to these services or certain features of the services that we may post and you may accept (the 'Additional Terms'), such as end user license agreements for our downloadable applications, subject to Section 12 below. All such additional terms are hereby incorporated by reference into, and made a part of, the terms.

OWNERSHIP OF CONTENT

The services are owned and operated by Contact Doctor Healthcare Pvt Ltd. The visual interfaces, graphics, design, compilation, information, computer code (including source code or object code), products, software, services, and all other elements of the services (the "Materials") are protected by copyright, trade dress, patent, and trademark laws, international conventions, and all other relevant intellectual property and proprietary rights, and applicable laws. All materials contained on the services are the property of Contact Doctor or its subsidiaries or affiliated companies and/or third-party licensors. All trademarks, logos and service marks displayed on the services, whether registered or unregistered, are owned exclusively by Contact Doctor Healthcare Pvt Ltd or its affiliates and/or other third parties. Nothing contained in these terms of use, nor your use of the materials, shall be construed as granting you any license or right in or to any trademark, logo, or service Contact Doctor. Contact Doctor reserves all rights not expressly granted in this terms of use.

EMERGENCY SERVICES

The application allows you to avail ambulance services from Contact Doctor in case of emergency. The app's sole purpose is to facilitate quick access to the service offered. Charges for service are as per Contact Doctor tariff.

On pressing 'Press To Call' you are automatically connected to our Contact Doctor ambulance service. This app also automatically sends SMS from your registered mobile number and an e-mail from Contact Doctor helpline to your registered emergency contact(s). Charges for SMS and call are as per your network providers plan.

The service is subject to the availability of ambulance.

The application is just a means to facilitate access to a service otherwise available in the hospital and by no means guarantees any clinical outcome.

In no event will Contact Doctor be liable for any direct, indirect, special, punitive, exemplary or consequential losses or damages of health or life of whatsoever kind arising out of your use, access to the application, technological and other environmental issues including ambulance breakdown, unfavorable road conditions, etc.

BY USING THIS APP YOU REPRESENT AND WARRANT THAT

- You are 18 years of age or older and that your use of the App shall not violate any applicable law or regulation.

- All registration information you submit is truthful and accurate and that you agree to maintain the accuracy of such information.
- Your registration on the app is solely for your personal and non-commercial use. Any use of this app or its content other than for personal purposes is prohibited.

Your personal and non-commercial use of this app shall be subjected to the following restrictions:

- You may not modify any content of the website.
- You may not decompile, reverse engineer, or disassemble the content;
- You may not remove any copyright, trademark registration, or other proprietary notices from the app. You further agree not to access or use this app in any manner that may be harmful to the operation of this app or its content.

You will not:

- Use the service available on the app for commercial purposes of any kind; or
- Use the app and/or services in any way that is unlawful, or harms the company or any other person or entity, as determined in the company's sole discretion.
- You will not post, submit, upload, distribute, or otherwise transmit or make available any software or other computer files that contain a virus or other harmful component.
- You will not impair or damage the app and / or services or any connected network, or otherwise interfere with any person or entity use or enjoyment of the Website and/or the Services.
- You will not engage in any form of antisocial, disrupting, or destructive acts, including "flaming", "spamming", "flooding", "trolling", "phishing" and "griefing" as those terms are commonly understood and used on the Internet.
- You will not delete or modify any content of the app and/or services, including but not limited to, legal notices, disclaimers or proprietary notices such as copyright or trademark symbols, logos, that you do not own or have express permission to modify.

The company cannot and will not assure you that other **Contact Doctor** users are or will be complying with the foregoing rules or any other provisions of these terms of use, and, as between you and the company, you hereby assume all risk of harm or injury resulting from any such lack of compliance.

All information, content and material contained in the website and/or services are the company's intellectual property. All trademarks, services marks, trade names, and trade dress are proprietary to the Company. No information, content or material from the app and / or services may be copied, reproduced, republished, uploaded, posted, transmitted or distributed in any way without the company's express written permission.

You acknowledge that when you access a link that leaves the Website, the site you will enter into is not controlled by the company and different terms of use and privacy policy may apply. By accessing links to other sites, you acknowledge that the company is not responsible for those sites. The company reserves the right to disable links from third party sites to the app.